

Request for Proposal (RFP)

PUBLIC LIABILITY ATTORNEY SERVICES



**County of San Bernardino
Department of Human Resources
Risk Management Division
222 West Hospitality Lane, 3rd Floor
San Bernardino, CA 92415-0016**

RFP No. RMD04-01

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I. INTRODUCTION

A. Purpose

The County of San Bernardino **Human Resources Department, Risk Management Division (County)** is soliciting proposals for Public Liability Attorney Services. The contract will be with agencies (Vendor) qualified to provide such services under all conditions specified in the Request For Proposals (RFP). This (RFP) provides the specifications and requirements for services requested.

B. Term of Contract

The term of the contract(s) awarded will be for a three-year period from the date of approval by the County of San Bernardino Board of Supervisors, unless terminated earlier as provided within the awarded contract. Tentative date for approval is June 2004 and ending June 2007.

If contract negotiations for renewals are delayed for any reason beyond control of the Contractor, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.

C. Minimum Proposer Requirements (Attachment C)

All Proposers must:

1. Have at least five (5) years of continuous experience in providing Public Entity Liability Legal Defense Services.
2. Provide five (5) references (Attachment E) from other clients, three of which should be public, whom you now work with or have worked within the last three (3) years and have established a contract of this nature, of same or similar size as the County. Provide Agency, Contact Name, Address, Phone Number, and dates services were provided.
3. Submit at least three (3) names, address or phone numbers of persons or entities whom we may contact for a reference.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **4:00 P.M. (PST) on Wednesday, March 24, 2004** and directed to the individual listed in Section I, Paragraph E. Answers to written questions will be mailed to all Proposers and posted to the County website, <http://www.co.san-bernardino.ca.us/rfp/>.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

John Eisel, Risk Assessment Officer
County of San Bernardino
Human Resources Department
Risk Management Division
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
Fax: (909) 386-8948
Email: jeisel@hr.sbcounty.gov

Contact Donia Brooks should you have any questions regarding definitions and terminology used in this RFP by **March 24, 2004** or via e-mail at dbrooks@hr.sbcounty.gov or (909) 386-9029.

Fax number may be used to submit questions only. **Proposals will not be accepted by facsimile.**

F. Admonition to Proposers

Once this RFP has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the PROPOSER. All questions regarding this RFP can be presented in writing as indicated in Section I, paragraph E.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, paragraph E, no later than 4:00 p.m. on Monday, April 5, 2004. Facsimile transmitted proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals shall not be opened or considered.

II. PROPOSAL TIMELINES

Release of RFP	March 9, 2004
Deadline for Submission of Questions	Wednesday, March 17, 2004, 4:00 p.m. (PST)
Tentative Date for Responses to Questions	Wednesday, March 24, 2004
Deadline for Proposal Submission	Monday, April 5, 2004, 4:00 p.m. (PST)
Tentative Date for Awarding of Contract	June 1, 2004

*****END OF THIS SECTION*****

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

C. Modifications to the RFP

The County reserves the right to issue addenda or amendments, or change the timelines to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers' responsibility to ensure that their proposals arrive on or before the specified deadline for submissions.

E. Incurred Costs

This RFP does not commit the County to any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing their proposal are the Proposer's responsibility.

F. Alternate Proposals

The County will consider any and all proposals as long as they are submitted individually. This may include alternate solutions, suggestions or procedures that could be followed or methods of enhanced communications.

G. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations, and to submit price, technical, or other revisions of their proposals as may result from negotiations.

H. Formal Contract

This is a non-exclusive contract and the County may, if necessary, retain other and/or additional Investigation Services at its sole discretion. The County reserves the right to make one total award, one award for each subject area, or a combination of awards, whichever is in the best interest of the County.

*** * * END OF THIS SECTION * * ***

IV. SCOPE OF WORK

A. Objectives and Scope of Work

The County's Risk Management Division self-insures and self-administers its public liability defense program. This program was established in 1978 to effectively process public liability claims. Contracting with qualified legal firms allows the County to more accurately forecast and control legal defense costs by using standard fixed rate schedules.

Contracted firms will defend all claims or actions, including prejudgment and postjudgment proceedings at the trial and appellate court level, referred by the County and arising from alleged legal liability of the following entities:

- ❖ County of San Bernardino
- ❖ County of San Bernardino Flood Control District
- ❖ County of San Bernardino Special Districts and County Service Areas

Contracted firms will provide periodic written status reports in accordance with the reporting provisions of the contract and orally brief County officials, as required, on case status and strategy.

To assist the contracted firms in doing the work, the County shall provide lists of approved vendors such as certified shorthand reporters, investigators and photocopyists. The County will also assist in retaining appropriate defense experts.

Contracted firms shall provide a maximum of 4 days instructor led training classes per year for new and existing staff at San Bernardino County that may span multiple dates. Manuals must be provided for all attendees.

- ❖ Due to the County's contracting policy, firms are required to advance the cost of retained experts and will be reimbursed by the County as reimbursable expert fees.

B. Vendor Responsibilities

1. Have at least 5 (five) years of experience in the field of Public Entity Liability Legal Defense, or Medical Malpractice Defense.
2. Must be a citizen of the United States of America or a legal alien authorized to work in the United States of America.
3. Must be licensed to practice law in the State of California. By submitting a proposal, each Vendor represents that all attorneys who will handle County's cases are lawfully admitted to the California State Bar. The County reserves the right to consider qualified vendors who possess equivalent registrations/certifications.
4. Vendor shall, during the life of the contract, maintain necessary licenses and continuously comply with all applicable Federal, State, County, and Municipal laws, ordinances and regulations.
5. Agree to comply with all of the County's Contractual Terms and Conditions as shown in Section V, Contract Requirements, of this RFP.

C. Performance Standards

1. Basic performance should adhere to the rules regulating admission to practice of law in California issued by the State Bar of California as amended on February 1, 2003.

***** END OF THIS SECTION *****

V. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

In the performance of the contract, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Vendor's Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the Primary contact is not available.

3. Change of Address

Vendor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

5. Contract Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

6. Contract Amendments

Vendor agrees any alterations, variations, modifications, or waivers or provisions of the contract shall be valid only when reduced to writing, duly signed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this contract. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

9. Venue

The venue of any action or claim brought by any party to this contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

10. Jury Trial Waiver

Vendor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against County or County against Vendor on any matter arising out of, or in any way connected with this contract, the relationship of Vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

12. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

13. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

14. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

15. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

16. Inaccuracies or Misrepresentations

If in the administration of a contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process; the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practical.

18. Invoices

Vendor shall provide county invoices for services performed under this contract as follows:

- a. Invoicing: Invoices for services rendered will be submitted directly to the County.

Invoices will meet, but not be limited to, the following requirements:

- i. Individually numbered invoices by individual case/County claim number.
 - ii. Reference to the County claim number and assigned adjuster on each invoice.
 - iii. Submittal no more than thirty (30) days from the date of service.
 - iv. Identify the requester(s).
 - v. Submittal in duplicate.
 - vi. Delineate each service billed as identified and labeled in the contractor's rate schedule.
 - vii. Identify the "from – through" date(s) of service invoiced.
- b. Provide a monthly billing summary to County each month which shall:
- i. Reflect credit payments.
 - ii. Identify the charges-to-date on the individual case/County claim number.
 - iii. Identify the "from –through" date(s) of service invoiced.
- c. Payment: Invoices submitted for payment will be subject to an audit by County claims adjuster and by outside cost containment adjusters. Confirmation as to the types and quality of services may be obtained from the requestor before payment is made. Payments are normally processed no more than thirty (30) days from invoice receipt.

19. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this contract, subject to the requirements of Section V, A, 7 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor relationship with County may be made or used without prior written approval of the County.

21. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

22. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and

enforceability of the remaining provisions shall remain in full effect.

23. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. Vendor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Vendor and Vendor's employees and agents engaged in the performance of this contract.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate; or

-
- d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this contract. Contractor shall give full cooperation,

in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

***** END OF THIS SECTION *****

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all appendixes, exhibits, attachments, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straight forward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects. A proposal may not be considered if it is conditional.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph G.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. One original, which may be bound and 5 copies, total of six (6) of the written proposal are required. The original must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However the County may at its sole option select, immediately after proposal opening, one copy to be used as the "Master Copy". If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP #RMD 04-01, RFP for Public Liability Attorney Services, Proposal Due Date, and marked "CONFIDENTIAL".
3. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, recycled paper with double-sided printing, unless specifically shown to be impractical, with no less than ½" top, bottom, left and right margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including exhibits and attachments, must be clearly and consecutively numbered at the bottom center of each page.
4. Proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline.
5. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used,

of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Response to this Request For Proposal (RFP) must be in the form of a proposal package that must be submitted in the following format.

1. Cover Page

Submit RFP coversheet (**Attachment A**) and a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is submitted in response to the Request for Proposal for Public Liability Attorney Services, RFP #RMD 04-01.
- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

2. Statement of Certification.

Include the following in this section (**Attachment B**) of the proposal:

- a. A statement that the offer made in this proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
- b. A statement that all aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
- e. A statement that the Proposer, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.
- f. A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further

consideration. Such additional information may include evidence of financial ability to perform.

- g. A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
- h. A statement the Attorney firm presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with consultant during the term of this contract.

3. **Statement of Qualifications.**

Include the following in this section of the proposal:

- a. A narrative statement describing respondent's firm, staff, length of time in business and other pertinent items that will insure proper evaluation of the proposal.
- b. Resumes of principals and resumes of all key personnel, who have at least five (5) years of continuous experience in the field of Public Entity Liability Legal Defense Services.
- c. Provide a list of and the resumes of the individuals who will provide service on the County's legal matters. These individuals will be designated "key personnel" and may not be reassigned without prior approval of the County.
 - 1) Provide information on any legal action, suit, proceeding or investigation by any public agency or other governmental board that has been brought within the last five (5) years or is threatened against your firm, including any principals, members or "key personnel" as defined above.
 - 2) Any of your firm's present and former clients in connection with matters in which your firm performed services and of which your firm has knowledge.
 - 3) The information provided on any action, suit, proceeding or investigation must include the name of the matter, the court, Board, body or agency before which the matter was or is being heard, the nature of the matter and the status of such matter.
- d. Proof of licenses, as applicable.
- e. Recycled Paper Products Statement.
- f. Request for Public Liability Attorney Service Rates (**See Attachment F**).
 - 1) Prices/rates are to be quoted in the format illustrated.
 - 2) Submit quotes on full page.
- g. Location of offices providing services to the County.
- h. Any qualifications not previously described that make your firm unique.
- i. References. Provide five (5) references (**Attachment E**) from the five (5) most progressive and innovative clients, three of which should be public, whom you now work with or have worked within the last three (3) years and have established a contract of this nature, of same or similar size as the County. Provide Agency, Contact Name, Address, Phone Number, and dates services were provided.
- j. Submit at least 3 (three) names, and address or phone numbers of persons or entities whom we may contact for a reference.
- k. Failure to provide all of the above requirements may result in a rejected proposal.

4. **Minimum Requirements**

Completed, initialed and signed Minimum Vendor Requirements, **Attachment C**.

5. **Exceptions to RFP**

Complete **Attachment D** and include in submitted proposal.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Proposer(s) to deliver the Public Liability Attorney Services as described in this RFP.

Proposers identified as “finalists” may be asked to submit samples of previous work. Evaluation of the finalists’ proposals may include the quality of requested work samples, results of references, and oral presentation before an evaluation panel. The Human Resources Department Risk Manager in coordination with the Evaluation Committee will make the final decision(s) as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

1. Initial Review.

All proposals will be initially evaluated to determine if they meet all of the requirements as outlined in Section I, Introduction, of this RFP.

Failure to meet all of these requirements may result in a proposal being rejected as non-responsive. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation

Proposals passing the Initial Evaluation phase, shall have their submitted proposals evaluated based on the following criteria (not necessarily in the order of importance):

- Professional and educational experience of key personnel to be assigned to the project, and the firm’s experience with Pubic Entity Liability Legal Defense services.
- The firm’s reputation for personal and professional integrity and competence, and ability to provide required services as specified in the RFP.
- Effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.
- Rates submitted for REQUEST FOR PUBLIC LIABILITY ATTORNEY services. Final costs will be negotiated with the selected firm(s).

4. Oral Presentation

The most competitive Proposers may be invited to make an oral [presentation.

5. Final Selection

Final selection will be based on determining which proposal or proposals will best meet the needs of the County and the requirements of the RFP and cost.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received.
2. All or parts of the contents of the proposal(s) of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
3. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. The County may award the contract based on offers received without discussion of such offers. Accordingly, each proposal should be submitted in the most favorable terms of price and conditions which the Contactor can offer to the County.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Human Resources. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Marcel Turner, Director
County of San Bernardino
Human Resources Department
Risk Management Division
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

ATTACHMENT A-COVER PAGE

PROPOSAL FOR PUBLIC LIABILITY ATTORNEY SERVICES

PROPOSER'S NAME (name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP
REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Public Liability Attorney Services in response to County of San Bernardino RFP for Public Liability Attorney Services.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	A statement that all aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	A statement that all declarations in this proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	A statement that the Proposer agrees that all aspects of this RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded. The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
5.	A statement that the Proposer, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.		
6	A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform		
7	A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.		
8	A statement the Legal Defense firm presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract with the pilot. No person having such interest shall be employed by or associated with consultant during the term of this contract.		

Signature

Date

Print name

Company

**ATTACHMENT C
MINIMUM PROPOSER REQUIREMENTS**

The following requirements apply to all prospective vendors:

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation
1.	Have at least five (5) years of continuous experience in providing Public Entity Liability Legal Defense Services.		
2.	Provide five (5) references (Attachment E) from other clients, three of which should be public, whom you now work with or have worked with within the last three (3) years and have established a contract of this nature, of same or similar size as the County. Provide Agency, Contact Name, Address, Phone Number, and dates services were provided.		
3.	Submit at least three (3) names, address or phone numbers of persons or entities whom we may contact for a reference		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT D – EXCEPTIONS TO RFP

COUNTY OF SAN BERNARDINO
HUMAN RESOURCES DEPARTMENT - RISK MANAGEMENT DIVISION
PUBLIC LIABILITY ATTORNEY SERVICES

PROPOSER NAME _____

ADDRESS _____

Telephone# (____) _____ Fax # (____) _____

I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT E – REFERENCES

Agency	Contact Name	Phone Number	Dates Services Provided (from/thru)	Address

**Request for Proposal
Public Liability Attorney
Services**

County of San Bernardino

**Human Resources Department
Risk Management Division
RFP #RMD 04-01**

**ATTACHMENT F
REQUEST FOR RATES**

Company Name _____

**REQUEST FOR PUBLIC LIABILITY ATTORNEY RATES
(ORIGINAL AND ONE COPY)**

BASIC CHARGE FOR LEGAL SERVICES	Regular (hourly)	Med/Mal Civil Rights (hourly)
Partners	\$	\$
Senior Associates (5 years or more of experience)	\$	\$
Associates (less than 5 years experience)	\$	N/A
Law Clerks and Paralegals	\$	NA

Please note, the basic hourly charge should take into consideration all of your ordinary overhead expenses, including file setup, secretarial services, billing, status and confirmation letters, postage and mailing, document preparation, word processing, incoming and outgoing facsimiles, in-house courier, local telephone charges, routine photocopying, office supplies, support staff, local area travel and meal expenses.

**ATTACHMENT G
CALENDAR OF EVENTS**

CALENDAR OF EVENTS

Release of RFP	March 9, 2004
Deadline for Submission of Questions	Wednesday, March 17, 2004, 4:00 p.m. (PST)
Tentative Date for Responses to Questions	Wednesday, March 24, 2004
Deadline for Proposal Submission	Monday, April 5, 2004, 4:00 p.m. (PST)
Tentative Date for Awarding of Contract	June 1, 2004